



KEITH KNOX

TREASURER AND TAX COLLECTOR

COUNTY OF LOS ANGELES TREASURER AND TAX COLLECTOR

Kenneth Hahn Hall of Administration
500 West Temple Street, Room 437, Los Angeles, California 90012
Telephone: (213) 974-2101 Fax: (213) 626-1812
ttc.lacounty.gov and propertytax.lacounty.gov

Board of Supervisors

HILDA L. SOLIS
First District

HOLLY J. MITCHELL
Second District

SHEILA KUEHL
Third District

JANICE HAHN
Fourth District

KATHRYN BARGER
Fifth District

March 07, 2023

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

CHAPTER 8 AGREEMENT SALE NUMBER 2875 TO PURCHASE TAX-DEFAULTED PROPERTY SUBJECT TO THE TAX COLLECTOR'S POWER TO SELL (FIFTH SUPERVISORIAL DISTRICT) (3-VOTES)

SUBJECT

Arroyos & Foothills Conservancy (Conservancy), a nonprofit organization, is seeking to purchase one tax-defaulted property through the Chapter 8 Agreement Sale. The Chapter 8 Agreement Sale allows eligible public agencies and nonprofit organizations the opportunity to purchase tax-defaulted properties subject to the tax collector's power to sell for a qualifying public purpose or benefit. The Conservancy's proposed use of the property is to conserve and maintain the property in perpetuity as natural open space for the benefit of wildlife, native plants and public use, a qualifying public purpose.

IT IS RECOMMENDED THAT THE BOARD:

Approve and instruct the Chair of the Board to sign the Chapter 8 Agreement Sale Number 2875, authorizing the Treasurer and Tax Collector (TTC) to sell one tax-defaulted property subject to the tax collector's power to sell to the Conservancy, for the estimated purchase price of \$6,641, comprised of delinquent taxes, redemption penalties, and the projected costs of the Chapter 8 Agreement Sale.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The TTC will sell the property in accordance with the provisions of Division 1, Part 6, Chapter 8 of the Revenue and Taxation Code (R&TC), and the Board of Supervisors' policy adopted on

November 24, 1970. Exhibit A of the Chapter 8 Agreement Sale indicates the legal description and selling price of the property.

Implementation of Strategic Plan Goals

The recommended action supports County Strategic Plan Strategy III.3 – Pursue Operational Effectiveness, Fiscal Responsibility, and Accountability.

FISCAL IMPACT/FINANCING

The revenue generated from the Chapter 8 Agreement Sale will recover all of the defaulted property taxes owed on the property, with proceeds apportioned among the affected taxing agencies.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The Chapter 8 Agreement Sale is for the purchase of one property. The TTC scheduled the property for the 2020B Online Auction. On February 28, 2022, the Conservancy submitted its application to purchase the property. Assessor's Identification Number 5810-011-029 is a 1,586 square foot (0.04 acre) vacant lot, in the unincorporated area of La Crescenta - Montrose with no assigned street address, located near Luana Lane and Ocean View Boulevard. John Kucher owns the property. The property has been tax defaulted since 2007, and we have not received any payments since then. Its estimated purchase price is \$6,641.

The estimated purchase price of the property is based on the amount due as of September 20, 2023, the anticipated completion date, and includes the projected costs of the Chapter 8 Agreement Sale, which consist of the costs of notification, publication, postage, title report, recording, and State and transfer taxes, if applicable.

The Chapter 8 Agreement Sale includes the Real Property Description and Purchase Price (Exhibit A), and the Assessor's Plat Map. Attachment A contains the Conservancy's Application to Purchase Tax-Defaulted Property from the County, letter to purchase the property, Conservancy's Articles of Incorporation, and the Resolution of the Board of Directors of the Conservancy authorizing the purchase. County Counsel has approved the Chapter 8 Agreement Sale as to form.

The Chapter 8 Agreement Sale permits eligible public agencies and nonprofit organizations to acquire tax-defaulted properties subject to the tax collector's power to sell, pursuant to R&TC Section 3791 et seq.

R&TC Section 3794.3 states that a sale under this chapter shall take place only if approved by the Board of Supervisors. In accordance with R&TC Section 3795, following approval by the Board of Supervisors, the TTC shall submit the Chapter 8 Agreement Sale to the State Controller's Office for final approval.

After Board and State Controller approval, and per R&TC Section 3798, the TTC will publish a notice of the Chapter 8 Agreement Sale once a week, for three consecutive weeks, in a newspaper of general circulation published in the County. Concurrently, the TTC shall also provide notice on its website.

Lastly, pursuant to R&TC Section 3799, the TTC will make all reasonable efforts to contact the owner(s) and parties of interest to inform them of their tax liabilities and the provisions for the redemption of the property prior to completing the Chapter 8 Agreement Sale.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Not Applicable.

CONCLUSION

Upon approval of the attached Chapter 8 Agreement Sale Number 2875, the TTC requests that the Executive Officer-Clerk of the Board of Supervisors return all original documents to the Secured Property Tax Division at 225 North Hill Street, Room 130, Los Angeles, California 90012 for further processing.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'K Knox', is written over a horizontal line.

KEITH KNOX

Treasurer and Tax Collector

KK:EBG:DB:MM:rd

Enclosures

c: Assessor
Chief Executive Officer
Executive Officer, Board of Supervisors
Auditor-Controller
Interim County Counsel
Arroyos & Foothills Conservancy

CHAPTER 8 AGREEMENT
SALE NUMBER 2875
ARROYOS & FOOTHILLS CONSERVANCY
FIFTH SUPERVISORIAL DISTRICT

RECORDING REQUESTED BY AND
AFTER RECORDATION, MAIL TO:
TREASURER AND TAX COLLECTOR
COUNTY OF LOS ANGELES
225 NORTH HILL STREET, ROOM 130
LOS ANGELES, CA 90012

(Space above line for Recorder's use)

NONPROFIT AGREEMENT (OPEN SPACE)

**AGREEMENT FOR SALE AND PURCHASE OF TAX-DEFAULTED REAL PROPERTY
AND COVENANTS, CONDITIONS, AND RESTRICTIONS.**

**ASSESSOR'S IDENTIFICATION NUMBER:
5810-011-029**

This Agreement by and between the County of Los Angeles (Seller) and Arroyos & Foothills Conservancy (Purchaser), a nonprofit organization is made _____, in accordance with the provisions of California law.

The real Property situated within the unincorporated area of La Crescenta-Montrose, as set forth and described in Exhibit A of this Agreement, is tax-defaulted and is Subject to the Tax Collector's Power to Sell for nonpayment of taxes, pursuant to California Revenue and Taxation Code (R&TC) Section 3691.

WHEREAS, As set forth in Purchaser's Articles of Incorporation (Exhibit B) of this Agreement, the Purchaser is incorporated for the purpose of acquiring either of the following:

(i) single-family or multi-family dwellings for rehabilitation and sale or rent to low-income persons as defined in Health and Safety Code (HSC) Section 50093, or for other use to serve low-income persons, or (ii) vacant land for construction of residential dwellings and subsequent sale or rent to low-income persons, for other use to serve low-income persons, or for dedication of that vacant land to public use.

WHEREAS, The Seller is interested in selling to a qualified Purchaser of tax-defaulted property Subject to the Tax Collector's Power to Sell for the development of affordable housing, other uses to serve low-income persons, or vacant land for public use.

THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. Subject to approval by the California State Controller and the County of Los Angeles Board of Supervisors and subject to termination of redemption rights under the R&TC Section 3803, Seller agrees to sell to Purchaser the real property described in Exhibit A of this Agreement, pursuant to Division 1, Part 6, Chapter 8 of the R&TC.
2. The Purchaser agrees to and shall pay the purchase price for the Property, as stipulated in Exhibit A, which does not include the mandated notification costs of this Agreement and which are due and payable within 14 days of the effective date of the sale. The resolution by Purchaser's board authorizing the purchase is attached as Exhibit C.
3. **NO WARRANTIES OR REPRESENTATIONS**
The Seller makes no representation concerning the condition of title to the subject Property. The Seller does not warrant title to the Property or make any representations concerning the title. Additionally, the Seller makes no representation concerning the physical condition of the subject Property and the Purchaser acknowledges that it is not relying upon any statements or representations of the Seller concerning the subject Property, and is purchasing the subject Property in its "as is" condition.
4. **PAYMENT OF COSTS**
The Purchaser shall pay the purchase price of the Property and costs of the sale, including but not limited to: the cost of giving notice of this Agreement; the cost of publishing or posting the notice of this Agreement; the cost of proceeding to obtain a clear title to the Property; and the expenses incurred in the payment, compromise, or other method of removal of any liens or adverse claims against the Property.
5. **CONSIDERATION**
The Seller shall sell the Property(s) listed in Exhibit A as a single transaction to the Purchaser in consideration of the receipt of the payments listed in this Agreement.

6. REDEMPTION

If any of the Properties listed in Exhibit A are redeemed prior to the effective date of this Agreement, this Agreement shall be null and void as to that Property or Properties. Notwithstanding the foregoing, this Agreement shall be binding and shall remain in full force and effect with respect to any remaining Property(s).

7. REVIVAL AND RIGHT OF REDEMPTION

This Agreement shall become null and void and the right of redemption restored upon the failure of the Purchaser to comply with the Terms and Conditions of this Agreement prior to the tax deed recordation. The Purchaser will be required to reimburse the Tax Collector for the costs for producing notice, publication, and actual costs incurred for preparing and conducting the Chapter 8 Agreement Sale if these expenses have already been incurred.

8. INDEMNITY

The Purchaser shall indemnify the Seller from and against any and all liability, loss, costs, damages, attorney's fees, and any and all other expenses which the Seller may sustain or incur by reasons of a challenge to the validity of the Sale of the Tax-Defaulted Property described in Exhibit A. Pursuant to R&TC Section 3809, a proceeding based on alleged invalidity or irregularity of any proceeding instituted must be commenced within one year after the date of execution of the Tax Collector's deed.

9. ENVIRONMENTAL CONDITION OF PROPERTY

The Property acquired pursuant to this Agreement may contain hazardous wastes, toxic substances, or other substances regulated by federal, state, and local agencies. The Seller in no way whatsoever assumes any responsibility, implied or otherwise, and makes no representations that the Property(s) are in compliance with federal, state, or local laws governing such substances. The Seller in no way assumes any responsibility, implied or otherwise, for any costs or liability of any kind imposed upon or voluntarily assumed by the Purchaser or any other owner to remediate, clean up, or otherwise bring the Property(s) into compliance according to federal, state, or local environmental laws.

10. COMPREHENSIVE ENVIRONMENTAL RESPONSE COMPENSATION AND LIABILITY ACT (CERCLA)

The Seller and the Purchaser agree that under United States Code, Title 42, Section 9601(20)(d), the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) expressly excludes local and state

governments from clean-up liability for properties they acquire as a result of tax delinquencies. Notwithstanding this provision, the Purchaser shall defend, indemnify, and hold harmless the Seller, its Board of Supervisors, officers, claims, actions, liabilities, losses, damages, and costs, including reasonable attorney's fees, arising out of or resulting from the performance of this Agreement, regardless of whether caused in part by a party indemnified hereunder, including but not limited to allegations that the Seller and/or the Seller's officers, directors, agents, employees, or volunteers are liable for costs or other charges related to the remediation, clean up, or other work necessary to bring any Property purchased under this Agreement into compliance with federal, state, or local environmental laws.

11. JURISDICTION BOUNDARIES

If the Purchaser is a district as defined by Government Code 56036(a), the purchased Property must be within the Purchaser's jurisdiction, unless a letter from Purchaser's legal counsel stating that either the influence has been extended by the Local Agency Formation Commission (LAFCO) to include the Property or the Property may be purchased without conflict with sphere of influence parameters.

12. ENTIRE AGREEMENT

This Agreement, with Exhibits A-C, constitutes the entire Agreement of the parties.

EXHIBIT A	Real Property Description and Purchase Price
EXHIBIT B	Purchaser's Articles of Incorporation
EXHIBIT C	Resolution by Purchaser's Board

APPROVED AS TO FORM:

Dawyn R. Harrison
Interim County Counsel

By Matthew D. O.
Senior Deputy County Counsel

If all or any portion of any individual parcel listed in Exhibit A is redeemed prior to the effective date of this Agreement, this Agreement shall be null and void only as it pertains to that individual parcel.

The undersigned hereby agree to the terms and conditions of this Agreement and are authorized to sign for said agencies.

ATTEST: [Signature]
Arroyos & Foothills Conservancy

By: [Signature]
CEO
Title

(seal)

ATTEST: Board of Supervisors, County of Los Angeles

By: _____
Executive Officer-Clerk

By: _____
Chair of the Board of Supervisors
of the Board of Supervisors

By: _____
Deputy

(seal)

This Agreement was submitted to me before execution by the Board of Supervisors and I have compared the same with the records of County of Los Angeles relating to the real Property described herein.

[Signature]
County of Los Angeles Tax Collector

Pursuant to the provisions of R&TC Section 3775, the Controller agrees to the selling price set forth and, pursuant to the provisions of section 3795 approves the foregoing agreement on this _____ day of _____, 20____ is approved.

BETTY T. YEE
CALIFORNIA STATE CONTROLLER

By: _____
Jennifer Montecinos, Manager
Tax Administration Section

EXHIBIT A

REAL PROPERTY DESCRIPTION AND PURCHASE PRICE

ITEM	DESCRIPTION
Supervisory District	5th
Location	UNINCORPORATED AREA OF LA CRESENTA-MONTROSE
Address	VACANT LOT
Assessor's Identification Number	5810-011-029
Legal Description	*TR=1701*LOT COM AT MOST S COR OF LOT 1 P M 84-12-13 TH S 59°41'02" E TO A PT S 2°27'43" W 67 FT AND S 89°23'45" W 148.69 FT AND S 0°36'15" W FROM NE COR OF LOT 408 TH N 0°36'15" E TO SE LINE OF SD LOT 1 TH SW TO BEG*POR OF LOT 409
Size/Area	1,586 SQ. FT. (0.04 ACRE)
Agreement Number	2875
First Year of Default	2007
Estimated Purchase Price	\$6,641
Purpose of Acquisition	TO CONSERVE AND MAINTAIN AS NATURAL OPEN SPACE FOR THE BENEFIT OF WILDLIFE, NATIVE PLANTS AND PUBLIC USE.

Note: The estimated purchase price of each property is based on the amount due as of September 20, 2023, the anticipated completion date, and includes the projected costs of the Chapter 8 Agreement Sale, which consist of notification, publication, postage, title report, recording, and State and transfer taxes, if applicable.

ALTURA
AVE

66 BRIGGS AVE. 66

FOOTHILL

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LUANA LN.

WALTONIA
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PARCEL 56 CANNOT BE SPLIT WITHOUT THE
APPROVAL OF THE TAX COLLECTOR

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ASS-SOLDS MAP
COUNTY OF LOS ANGELES, CALIF.

CODE
4102
4104

FOR PREV. ASSMIT SEE
5803 - 5 & 6

PARCEL MAP _____ P. M. 84-12-13
TRACT NO. 1701 _____ M. B. 22-178-179
TRACT NO. 11886 _____ M. B. 223-23-24
TRACT NO. 15515 _____ M. B. 345-44-45
PARCEL MAP _____ P. M. 44-30

RECORDING REQUESTED BY AND
AFTER RECORDATION, MAIL TO:
TREASURER AND TAX COLLECTOR
COUNTY OF LOS ANGELES
225 NORTH HILL STREET, ROOM 130
LOS ANGELES, CA 90012

(Space above line for Recorder's use)

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AND COVENANTS, CONDITIONS, AND RESTRICTIONS.**

**ASSESSOR'S IDENTIFICATION NUMBER:
5810-011-029**

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The real Property situated within the unincorporated area of La Crescenta-Montrose, as set forth and described in Exhibit A of this Agreement, is tax-defaulted and is Subject to the Tax Collector's Power to Sell for nonpayment of taxes, pursuant to California Revenue and Taxation Code (R&TC) Section 3691.

WHEREAS, As set forth in Purchaser's Articles of Incorporation (Exhibit B) of this Agreement, the Purchaser is incorporated for the purpose of acquiring either of the following:

(i) single-family or multi-family dwellings for rehabilitation and sale or rent to low-income persons as defined in Health and Safety Code (HSC) Section 50093, or for other use to serve low-income persons, or (ii) vacant land for construction of residential dwellings and subsequent sale or rent to low-income persons, for other use to serve low-income persons, or for dedication of that vacant land to public use.

WHEREAS, The Seller is interested in selling to a qualified Purchaser of tax-defaulted property Subject to the Tax Collector's Power to Sell for the development of affordable housing, other uses to serve low-income persons, or vacant land for public use.

THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. Subject to approval by the California State Controller and the County of Los Angeles Board of Supervisors and subject to termination of redemption rights under the R&TC Section 3803, Seller agrees to sell to Purchaser the real property described in Exhibit A of this Agreement, pursuant to Division 1, Part 6, Chapter 8 of the R&TC.
2. The Purchaser agrees to and shall pay the purchase price for the Property, as stipulated in Exhibit A, which does not include the mandated notification costs of this Agreement and which are due and payable within 14 days of the effective date of the sale. The resolution by Purchaser's board authorizing the purchase is attached as Exhibit C.
3. **NO WARRANTIES OR REPRESENTATIONS**
The Seller makes no representation concerning the condition of title to the subject Property. The Seller does not warrant title to the Property or make any representations concerning the title. Additionally, the Seller makes no representation concerning the physical condition of the subject Property and the Purchaser acknowledges that it is not relying upon any statements or representations of the Seller concerning the subject Property, and is purchasing the subject Property in its "as is" condition.
4. **PAYMENT OF COSTS**
The Purchaser shall pay the purchase price of the Property and costs of the sale, including but not limited to: the cost of giving notice of this Agreement; the cost of publishing or posting the notice of this Agreement; the cost of proceeding to obtain a clear title to the Property; and the expenses incurred in the payment, compromise, or other method of removal of any liens or adverse claims against the Property.
5. **CONSIDERATION**
The Seller shall sell the Property(s) listed in Exhibit A as a single transaction to the Purchaser in consideration of the receipt of the payments listed in this Agreement.

6. REDEMPTION

If any of the Properties listed in Exhibit A are redeemed prior to the effective date of this Agreement, this Agreement shall be null and void as to that Property or Properties. Notwithstanding the foregoing, this Agreement shall be binding and shall remain in full force and effect with respect to any remaining Property(s).

7. REVIVAL AND RIGHT OF REDEMPTION

This Agreement shall become null and void and the right of redemption restored upon the failure of the Purchaser to comply with the Terms and Conditions of this Agreement prior to the tax deed recordation. The Purchaser will be required to reimburse the Tax Collector for the costs for producing notice, publication, and actual costs incurred for preparing and conducting the Chapter 8 Agreement Sale if these expenses have already been incurred.

8. INDEMNITY

The Purchaser shall indemnify the Seller from and against any and all liability, loss, costs, damages, attorney's fees, and any and all other expenses which the Seller may sustain or incur by reasons of a challenge to the validity of the Sale of the Tax-Defaulted Property described in Exhibit A. Pursuant to R&TC Section 3809, a proceeding based on alleged invalidity or irregularity of any proceeding instituted must be commenced within one year after the date of execution of the Tax Collector's deed.

9. ENVIRONMENTAL CONDITION OF PROPERTY

The Property acquired pursuant to this Agreement may contain hazardous wastes, toxic substances, or other substances regulated by federal, state, and local agencies. The Seller in no way whatsoever assumes any responsibility, implied or otherwise, and makes no representations that the Property(s) are in compliance with federal, state, or local laws governing such substances. The Seller in no way assumes any responsibility, implied or otherwise, for any costs or liability of any kind imposed upon or voluntarily assumed by the Purchaser or any other owner to remediate, clean up, or otherwise bring the Property(s) into compliance according to federal, state, or local environmental laws.

10. COMPREHENSIVE ENVIRONMENTAL RESPONSE COMPENSATION AND LIABILITY ACT (CERCLA)

The Seller and the Purchaser agree that under United States Code, Title 42, Section 9601(20)(d), the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) expressly excludes local and state

governments from clean-up liability for properties they acquire as a result of tax delinquencies. Notwithstanding this provision, the Purchaser shall defend, indemnify, and hold harmless the Seller, its Board of Supervisors, officers, claims, actions, liabilities, losses, damages, and costs, including reasonable attorney's fees, arising out of or resulting from the performance of this Agreement, regardless of whether caused in part by a party indemnified hereunder, including but not limited to allegations that the Seller and/or the Seller's officers, directors, agents, employees, or volunteers are liable for costs or other charges related to the remediation, clean up, or other work necessary to bring any Property purchased under this Agreement into compliance with federal, state, or local environmental laws.

11. JURISDICTION BOUNDARIES

If the Purchaser is a district as defined by Government Code 56036(a), the purchased Property must be within the Purchaser's jurisdiction, unless a letter from Purchaser's legal counsel stating that either the influence has been extended by the Local Agency Formation Commission (LAFCO) to include the Property or the Property may be purchased without conflict with sphere of influence parameters.

12. ENTIRE AGREEMENT

This Agreement, with Exhibits A-C, constitutes the entire Agreement of the parties.

EXHIBIT A	Real Property Description and Purchase Price
EXHIBIT B	Purchaser's Articles of Incorporation
EXHIBIT C	Resolution by Purchaser's Board

APPROVED AS TO FORM:

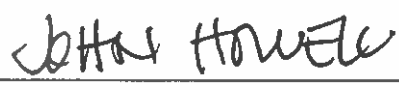
Dawyn R. Harrison
Interim County Counsel

By Mattler DEO
Senior Deputy County Counsel

If all or any portion of any individual parcel listed in Exhibit A is redeemed prior to the effective date of this Agreement, this Agreement shall be null and void only as it pertains to that individual parcel.

The undersigned hereby agree to the terms and conditions of this Agreement and are authorized to sign for said agencies.

ATTEST: 
Arroyos & Foothills Conservancy

By: 
CEO
Title

(seal)

ATTEST: Board of Supervisors, County of Los Angeles

By: _____
Executive Officer-Clerk

By: _____
Chair of the Board of Supervisors
of the Board of Supervisors

By: _____
Deputy

(seal)

This Agreement was submitted to me before execution by the Board of Supervisors and I have compared the same with the records of County of Los Angeles relating to the real Property described herein.


County of Los Angeles Tax Collector

Pursuant to the provisions of R&TC Section 3775, the Controller agrees to the selling price set forth and, pursuant to the provisions of section 3795 approves the foregoing agreement on this _____ day of _____, 20____ is approved.

BETTY T. YEE
CALIFORNIA STATE CONTROLLER

By: _____
Jennifer Montecinos, Manager
Tax Administration Section

EXHIBIT A

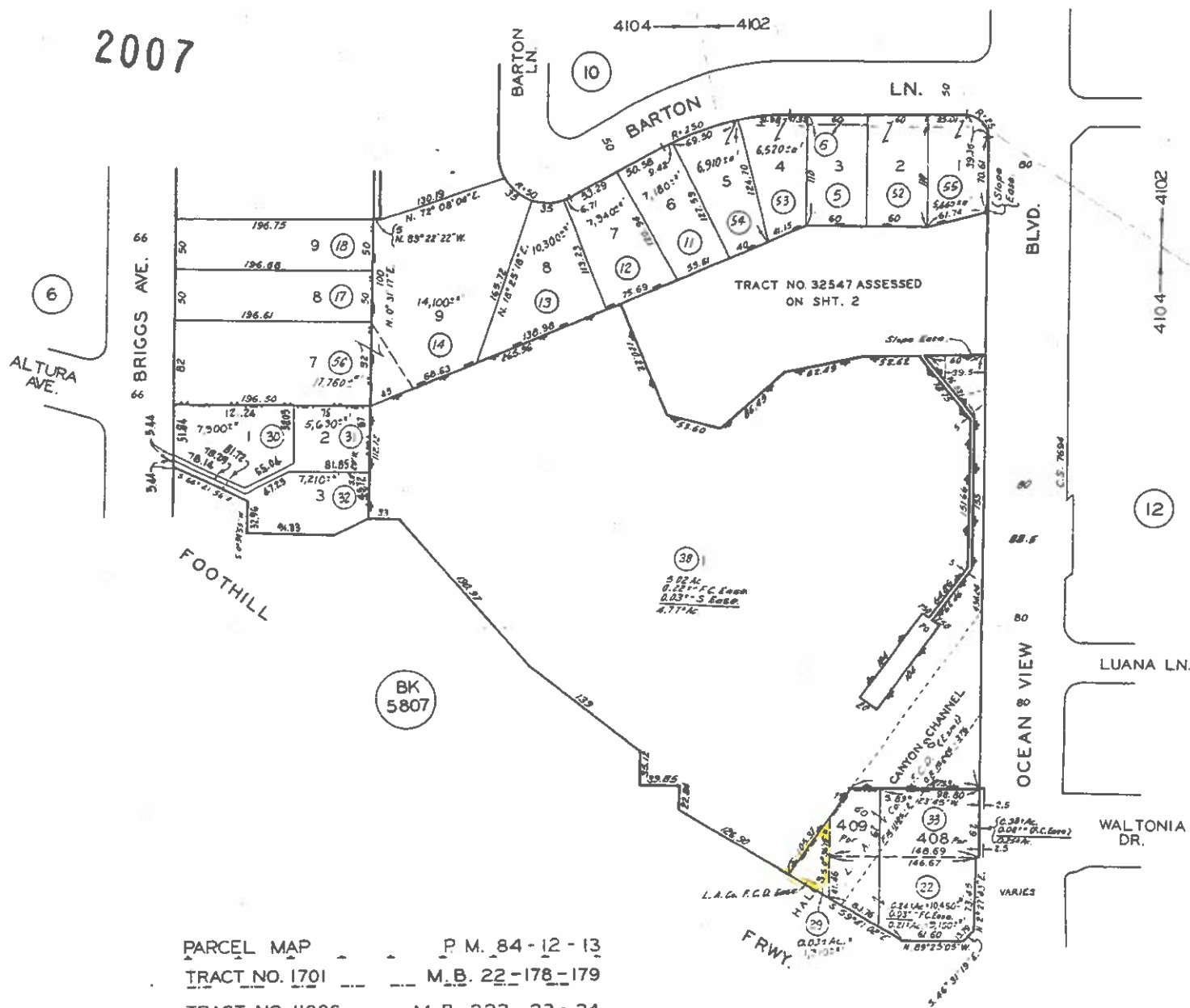
REAL PROPERTY DESCRIPTION AND PURCHASE PRICE

ITEM	DESCRIPTION
Supervisory District	5th
Location	UNINCORPORATED AREA OF LA CRESENTA-MONTROSE
Address	VACANT LOT
Assessor's Identification Number	5810-011-029
Legal Description	*TR=1701*LOT COM AT MOST S COR OF LOT 1 P M 84-12-13 TH S 59°41'02" E TO A PT S 2°27'43" W 67 FT AND S 89°23'45" W 148.69 FT AND S 0°36'15" W FROM NE COR OF LOT 408 TH N 0°36'15" E TO SE LINE OF SD LOT 1 TH SW TO BEG*POR OF LOT 409
Size/Area	1,586 SQ. FT. (0.04 ACRE)
Agreement Number	2875
First Year of Default	2007
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CHAPTER 8 AGREEMENT SALE NUMBER 2875

2007



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PARCEL 56 CANNOT BE SPLIT WITHOUT THE
APPROVAL OF THE TAX COLLECTOR

CODE
4102
4104

FOR PREV. ASSMT SEE:
5805 - 546

PARCEL MAP P.M. 84-12-13
TRACT NO. 1701 M.B. 22-178-179
TRACT NO. 11886 M.B. 223-23-24
TRACT NO. 15515 M.B. 345-44-45
PARCEL MAP P.M. 44-30

ASSESSOR'S MAP
COUNTY OF LOS ANGELES, CALIF.

AGREEMENT NUMBER 2875
ARROYOS & FOOTHILLS CONSERVANCY
ATTACHMENT A

Application to Purchase Tax-Defaulted Property from the County

This application is to be completed by eligible purchasing entities to commence purchase of tax-defaulted property by agreement sale from the county under applicable provisions of the California Revenue and Taxation Code. Please complete the following sections and supply supporting documentation accordingly. Completion of this application does not guarantee purchase approval.

A. Purchaser Information

1. Name of Organization: Arroyos & Foothills Conservancy
2. Corporate Structure – check the appropriate box below and provide corresponding information:
 - ☒ Nonprofit – provide Articles of Incorporation
 - ☐ Public Agency – provide mission statement (If special district, also provide jurisdiction boundary map)

B. Purchasing Information

Determine which category the parcel falls under and then check the appropriate box as it relates to the purchasing entity corporate structure and the intended use of the parcel:

Category A: Parcel is currently scheduled for a Chapter 7 tax sale

- ☐ No Purchase – State / county / taxing agency registering objection to preserve lien only
- ☐ Purchase by State / county / tax agency / revenue district / redevelopment agency / special district to preserve its lien
- ☐ Purchase by State / county / tax agency / revenue district / redevelopment agency / special district for public purpose
- ☐ Purchase by nonprofit for low-income housing or other use to serve low-income persons, or to preserve open space

Category B: Parcel is **not** currently scheduled for a Chapter 7 tax sale

- ☐ Purchase by State / county / taxing agency / revenue district / redevelopment agency / special district for public purpose
- ☒ Purchase by nonprofit for low-income housing or other use to serve low-income persons, or to preserve open space

C. Property Detail

Provide the following information. If more space is needed for any of the criteria, consolidate the information into separate "Exhibit" document and attach accordingly:

1. County where the parcel(s) is located: Los Angeles
2. List each parcel by Assessor's Parcel Number: 5610002008, 5672023020 5801009030
5810011029 -
3. State the purpose and intended use for each parcel: Each parcel listed will be preserved and maintained in perpetuity as open space for the benefit of wildlife, native plants and public use. See attached letters and board resolution.

D. Acknowledgement Detail

Provide the signature of the purchasing entity's authorized officer


Authorized Signature

CEO
Title

2/28/22
Date



P.O. BOX 1
PASADENA, CALIFORNIA 91102
WWW.ARROYOSFOOTHILLS.ORG
CONSERVING, PROTECTING, AND STEWARDING OUR PRECIOUS OPEN SPACES
P.O. BOX 1 • PASADENA, CALIFORNIA 91102
WWW.ARROYOSFOOTHILLS.ORG

February 28, 2022

BOARD OF DIRECTORS

Janice DeVollo, *Board Chair*
Cal Hollis, *Vice Chair*
Katie Poule, *Treasurer*
Tim Wendler, *Secretary*
Matthew DeVoll
Don Hall
Smarthi Krishnan
Ethan Lipsig
Evan Meyer
Dianne Philibosian
Joe Rohde
Laura Solomon
Phil Swan
Rich Tayon
Mitchell Tsai

ADVISORS

George Abdo
Fundraising

Denis Callet
*Wildlife Tracking &
Photography*

Mark Duttweiler
*Mapping & Global
Information Systems*

Thomas Juhasz
Endangered Species Biology

Roger Klemm
Restoration

Mickey Long
Field Biology

Barbara Nielsen
Girl Scouts

Jim Osterling
Land Acquisition

Lew Phelps
Communication

E.J. Remson
Land Acquisition

Sharon Scull
Grant Writing

Nancy Steele
Conservation Biology

Johanna Turner
*Wildlife Tracking &
Photography*

Amanda Zellmer
Biology Modeling

STAFF
John Howell
CEO, General Counsel

Barbara Goto
Director of Operations

Tim Martinez
*Land & Program
Administrator*

Chapter 8 Unit
225 North Hill Street, Room 100
Los Angeles, CA 90012

Re: February 28, 2022, Chapter 8 application – parcel 5810-011-029

Our organization is a California nonprofit public benefit corporation. Our mission statement is "The Arroyos & Foothills Conservancy preserves land and restores habitat in and around the San Gabriel and Crescenta Valleys, thereby protecting natural areas for birds and wildlife and providing access and educational experiences for the community. We work with urgency to save these precious places before they are gone." (www.arroyosfoothills.org)

Pursuant to the Chapter 8 Agreement Sales process of allowing purchase of tax-defaulted properties intending to be auctioned, we object to auctioning the following property (that was previously listed in for the 2020 B tax default auction) and hereby submit an application to purchase it through a Chapter 8 Agreement Sale.

<u>Assessor's Parcel</u>	<u>Purpose and intended use</u>
5810-011-029	To conserve and maintain in perpetuity as natural open space for the benefit of wildlife, native plants and public use

We respectfully request to purchase this property pursuant to a Chapter 8 Sale Agreement.

Sincerely,

John Howell
Chief Executive Officer and
General Counsel

Attachments:
Chapter 8 Application
Articles of Incorporation

MAY 18 2011

RESTATED ARTICLES OF INCORPORATION

The undersigned certify that:

1. They are the president and the secretary, respectively, of Arroyos and Foothills Conservancy, a California corporation.
2. The Articles of Incorporation of this corporation are amended and restated to read as follows:

I

The name of this corporation is ARROYOS & FOOTHILLS CONSERVANCY.

II

This organization is a nonprofit public benefit corporation and is not organized for the private gain of any person. It is organized under the Nonprofit Public Benefit Corporation Law for charitable purposes.

III

The specific purposes of this corporation include, but are not limited to the preservation of natural open spaces to enrich communities through conserving and enhancing scenic landscapes, native plants and wildlife, streams and water, and trails and historic sites.

IV

This corporation is organized and operated exclusively for charitable, educational and scientific purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code.

V

A. Notwithstanding any other provision of these Articles, the corporation shall not carry on any other activities not permitted to be carried on (1) by a corporation exempt from federal income tax under Section 501 (c) (3) of the Internal Revenue Code or (2) by a corporation contributions to which are deductible under Section 170 (c) (2) of said Code, or the corresponding provisions of any future statute of the United States.

B. No substantial part of the activities of this corporation shall consist of carrying on propaganda, or otherwise attempting to influence legislation, and the corporation shall not participate or intervene in any political campaign (including the publishing or distribution of statements) on behalf of, or in opposition to, any candidate for public office.

VII

The property of this Corporation is irrevocably dedicated to charitable and educational purposes meeting the requirements for exemption provided by Section 214 of the Revenue and Taxation Code,, and no part of the net income or assets of this corporation shall ever inure to the benefit of any director, officer or member of this corporation or to the benefit of any private person.

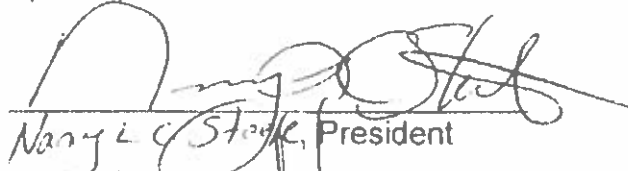
VIII

Upon the dissolution or winding up of the corporation, its assets remaining after payment, or provision for payment, all debt and liabilities of this corporation shall be distributed to a governmental entity described in Section 170 (b) (1) (A) (v) of the Internal Revenue Code, or to a nonprofit fund, foundation, or corporation which is organized and operated exclusively for charitable and educational purposes meeting the requirements for exemption provided by Section 214 of the Revenue and Taxation Code, which has established its tax exempt status under Section 501 (c) (3) of the Internal Revenue Code, and which is qualified to receive "qualified conservation contributions" within the meaning of Section 170 (h) of said Code, or the corresponding provisions of any future statute of the United States.

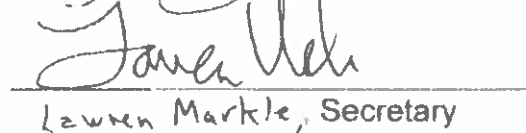
3. The foregoing amendment and restatement of Articles of Incorporation has been duly approved by the board of directors.
4. The corporation has no members.

We further declare under penalty of perjury under the laws of the State of California that the matters set forth in this certificate are true and correct of our own knowledge.

April 28, 2011



Nancy L. C. Stoffe, President



Lauren Markle, Secretary



I hereby certify that the foregoing
transcript of 2 page(s)
is a full, true and correct copy of the
original record in the custody of the
California Secretary of State's office.

JUL 20 2011 KSS

Date _____

Debra Bowen
DEBRA BOWEN, Secretary of State



P.O. BOX 1
PASADENA, CALIFORNIA 91102
WWW.ARROYOSFOOTHILLS.ORG
626.796.0782

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CEO, General Counsel

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Tim Martinez
Land & Program Administrator

Resolution of the Board of Directors of
Arroyos & Foothills Conservancy
No. 20210922-2

The AFC Board of Directors unanimously approved the following resolution for submission of an application to the Los Angeles County Tax Assessor through the land acquisition Chapter 8 process.

Resolved The Arroyos & Foothills Conservancy Board of Directors voted unanimously on January 27, 2022 to approve submission of an application to purchase APNs 5810-011-029 and 5801-009-030 through the Los Angeles County Chapter 8 purchase process for tax defaulted parcels.


Tim Wendler, Board Secretary

Date: 2/12/2022